

## Coach Up! Consulting

### DISTRICT/SCHOOL AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is effective as of August 1, 2018 (the “Effective Date”) by and between **Browning Public Schools, District 9** located in Browning, MT, (the “District”), and Coach Up! Consulting, located in Fountain, CO (“Consultant”).

#### BACKGROUND

A. 1. Consultant has expertise in the field of curriculum and instruction and Response to Intervention (“RTI”) processes in elementary schools, particularly in the area of literacy (collectively, the “Field”). In particular, the Field includes, but is not limited to, effective implementation of a core reading program and intervention programs; effective RTI implementation; support to school administration in the area of RtI and instructional walk-through processes; phonemic awareness, phonics, vocabulary, comprehension and fluency instruction; effective instructional techniques including student engagement; analyzing data in order to inform instruction and intervention services, professional development offerings for teachers, coaches, and administrators, and instructional planning; increasing scaffolding to reach all students (challenging and supportive); lesson modeling; classroom observations and feedback; and facilitation of on-site school visits..

B. The District desires to obtain services of Consultant, and Consultant wishes to provide such services in the Field, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### AGREEMENT

1. Services. The services to be provided by Consultant to the District hereunder (the “Services”), and the dates for the performance of such Services, are described on Exhibit A hereto.

2. Fees. The fees to be paid by the District to Consultant for the Services (the “Fees”) are set forth on Exhibit A hereto. Except for the reimbursable expenses specifically described in Section 3 below, the **Fees are inclusive of all Consultant’s expenses for Services**. Consultant’s invoices for Services will be sent to the address and billing contact set forth on Exhibit A. Payment for Fees shall be made to Consultant within forty-five (45) days of the invoice date.

3. Copying Costs. Consultant shall send copies of training materials (if applicable) to the District at least one week prior to the commencement of the Services. The District shall be responsible for providing the required number of copies, at the District’s sole expense, for purposes of receiving training Services.

4. Confidential Information. In the event that the District discloses any tangible confidential information to Consultant, it shall be clearly identified, in writing, as “confidential” (all information so identified, “Confidential Information”). Consultant agrees to hold all Confidential Information disclosed to Consultant by the District in confidence, and Consultant shall neither disclose nor use the Confidential Information for any purpose other than providing the Services as contemplated herein. Upon the termination or expiration of the Term, Consultant agrees to return or destroy all Confidential Information supplied to Consultant by the District.

5. No Solicitation of Consultant’s Employees or Consultants. Except after discussion with and the written approval of Consultant, during the Term and for twelve (12) months after the expiration or termination thereof, the District shall not solicit or initiate contact or communications with the employees or contractors of Consultant for the purpose of hiring or causing a third party to hire such persons, or cause or attempt to cause an employee or contractor of Consultant to terminate his, her or its employment or engagement with Consultant. The District agrees that a breach of its obligations under this Section 6 could not reasonably or adequately be compensated in damages in an action at law and that Consultant shall be entitled to injunctive relief, which may include, but shall

not be limited to, restraining the District from engaging in any acts that would breach this Section 5. However, the injunctive relief conferred by this Section 5 is not intended to be exclusive of any other remedy that may be available to Consultant, and it shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

6. Relationship of the Parties. In performing Services for the District pursuant to this Agreement, Consultant shall be acting in the capacity of an independent contractor to the District and not as an employee of the District. Accordingly, although the District may specify the general nature of the work to be performed and the goals to be met, the details of performing such work and meeting such goals shall be determined by Consultant.

7. Term and Termination. The term of this Agreement (the “Term”) shall be from the Effective Date until the date that the Services are completed, or until otherwise terminated in accordance with the terms of this Agreement. Subject to the provisions of Section 9 below, either party may terminate this Agreement at any time, for any or no reason, upon written notice delivered to the other party. Upon expiration or termination of this Agreement, the District shall pay Consultant (in accordance with the invoicing and payment procedures set forth in Section 2 above) all Fees owed for all work performed and shall reimburse Consultant for all reimbursable expenses incurred (in accordance with the procedures set forth in Section 3 above) as of the date of such expiration or termination.

8. Liquidated Damages for Untimely Terminations.

(a) If the District gives Consultant less than fifteen (15) days’ prior written notice of the District’s election to terminate this Agreement, the District shall pay Consultant, as liquidated damages and not as a penalty, the sum of One Thousand Dollars (\$1,000) of Services thereby cancelled.

(b) If Consultant gives the District less than fifteen (15) days’ prior written notice of Consultant’s election to terminate this Agreement (for any reason other than the personal illness of Brenda Wright-Nardo or any other individual that Consultant had scheduled to perform the Services on its behalf), Consultant shall pay the District, as liquidated damages and not as a penalty, the sum of One Thousand Dollars (\$1,000).

9. Severability. Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction invalidate or otherwise affect any provision of this Agreement, the provision or provisions so affected shall be conformed automatically and to the extent possible to the law or determination in question, and in all events the remaining provisions of this Agreement shall continue in full force and effect.

10. Video Recording. Subject to compliance with the District’s policies, the demonstration lesson for teaching and learning provided by Consultant hereunder (if any) may be recorded by the District in a video format, and a copy of the resulting videotape/DVD shall be provided to Consultant free-of-charge. Any videotape or DVD of the demonstration lesson shall not be distributed to any third party without the prior written consent of both parties.

11. Governing Law. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

12. Amendments. Any amendment or modification to this Agreement shall be valid only in writing and signed by both parties.

Notices. Any notice, request, demand or other communication hereunder shall be in writing and shall be deemed to be duly given (i) when personally delivered to Consultant or to the District, as the case may be, (ii) three (3) days after deposit with the U.S. Postal Service, certified mail, return receipt requested, with postage prepaid, or (iii) two (2) days after deposit with a reputable overnight delivery service, delivery fees prepaid. Such notices shall be addressed as follows:

If to Consultant: Coach Up! Consulting

7737 Stockton Drive  
Fountain, CO 80817  
Attn.: Brenda Wright-Nardo

If to the District: Browning Public School District  
PO Box 610  
Browning, MT 59417  
Attn: Jeri Matt

To the address for notices set forth on the signature page of this Agreement.

Each party may specify a different address for notices by giving notice of such changed address to the other party in accordance with this Section 14.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties respecting the Services, and there are no representations, warranties or commitments which may be relied upon by either party except as expressly set forth in this Agreement. This Agreement supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between the parties, whether oral or written. This Agreement may be amended only by an instrument in writing executed by both of the parties hereto.

14. Acknowledgments. The District expressly acknowledges that it has read the terms of this Agreement, has had the opportunity to discuss those terms with its own legal counsel, and understands that this is a legally binding contract.

15. Assignment. This Agreement shall be binding on and shall inure to the benefit of the parties' respective successors and permitted assigns. Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, Consultant may engage one or more subcontractors to perform the Services contemplated herein.

16. Mediation of Disputes. In the event of a dispute relating to the parties' performance hereunder or the interpretation of this Agreement, prior to instituting any legal action other than injunctive relief, the parties agree to mediate in good faith before a mutually selected, neutral third party. Notwithstanding the foregoing, neither party shall have any obligation to mediate under this Section 17 for more than forty-five (45) days after the date that a dispute first arose.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

**Consultant: Coach Up! Consulting**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**District/School: Browning Public School District**

**PO Box 610**

**Browning, MT 59417**

Signature:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

District's address for notices:

Attn.: \_\_\_\_\_

Coach Up! Consulting

**EXHIBIT A**

<b>EXHIBIT A.4: Browning Public School District for 2018-2019</b>			
<b>Date</b>	<b>Professional Development</b>	<b>Amount Per Day</b>	<b>Consultant</b>
7 site visits for 4 days  *Exact dates to be determined in agreement with both consultant and district	<b>Technical Assistance may include:</b>  –Coach training/administrator/leadership team training –Effective instructional techniques –Support of leadership team in meeting grant goals –Classroom modeling of effective instructional strategies –Grade level/department meeting model –Peer Coaching Model –Data Analysis-using data for differentiated instruction –Professional Development: 5 components of Reading –Professional Development: Scientifically Based Reading Research (SBRR) –Professional Development: Reading program (Wonders) implementation –Evaluation of implementation: Tier I, II, III	\$2,500 per day x 28 days= \$70,000	Misti Woltz
4 OPI PD days (Fall 2018 and Spring 2019)		\$2,500 per day x 4 days x 2 consultants= \$20,000	Misti Woltz Shelly Renaud
Admin Support	August 6,7/September 11, 12/November 13, 14/February 21,22/April 9,10	\$2,500 per day x 10 days= \$25,000	Shelly Renaud
<b>Total</b>		<b>\$115,000</b>	